

January 12, 2012
Kyiv, Ukraine

Dear Prospective Quoter:

SUBJECT: Solicitation Number # SUP300-12-Q-0003
Routine Preventive Generator Maintenance

The Embassy of the United States of America invites you to submit a quotation for Routine Preventive Generator Maintenance.

The Embassy intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Submit your quotation in a sealed envelope marked "Quotation Enclosed" to the General Services Office of US Embassy Kyiv, A/GSO Cheryl Hipp at 4 Aircraft Designer Igor Sikorsky Street, Kyiv, Ukraine 04112, on or before 5 pm on Friday, January 27, 2012. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to *Irina Petrina* by e-mail PetrinaID@state.gov or by telephone 050-330-6945 during regular business hours.

Sincerely,

Cheryl Hipp
Contracting Officer
US Embassy Kyiv

Routine Preventive Generator Service Contract

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SECTION 1 - THE SCHEDULE
Continuation/Addendum to SF-1449
RFQ Number #SUP300-12-Q-0003
PRICES, BLOCK 23

1.0 DESCRIPTION

The American Embassy in Kyiv requires services to perform monthly, semi-annual and annual preventive maintenance and servicing of the facility's emergency generator system located at 4 Aircraft Designer Igor Sikorsky Street, Kyiv, Ukraine 04112, to maintain the generators in safe, reliable and efficient operating condition.

The contract type is a firm fixed price contract for routine maintenance services paid at the monthly rate below. These rates include all costs associated with providing generator maintenance services in accordance with manufacturer's warranty, including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, and VAT (if applicable). The contract will be for a one-year period, with four one-year optional periods of performance.

2.0 PROJECT Requirements:

DESCRIPTION OF EQUIPMENT:

MODEL 3512 Caterpillar Generator, QTY OF TWO

DESCRIPTION OF EQUIPMENT: Caterpillar Generators

Manufacturer/Make/Year : Caterpillar / 2010/2010

Model No.: **MODEL 3512**

Serial/Order No.: YAK00173 / YAK00174

Load rating: 1275kVA prime rated / 1275kVA prime rated

Frequency: 50Hz/50Hz

% Active Load: 1020kW/1020kW

Building: UTL/UTL

Location (Area/Room): Room 102/room102A

Load in Amperage/Phase: 1937Amp, 3 ph / 1937Amp, 3ph

Output Voltage: 380/220VAC / 380/220VAC

MODEL 3412 Caterpillar Generator, QTY OF ONE

DESCRIPTION OF EQUIPMENT: Caterpillar Generators

Manufacturer/Make/Year: Caterpillar / 2010

Model No.: **MODEL 3412**

Serial/Order No.: DJN02077

Load rating: 680kVA prime rated

Frequency: 50Hz

% Active Load: 544kW

Building: NOB

Location (Area/Room): room 1245

Load in Amperage/Phase: 1033Amp/3ph

Output Voltage: 380/220VAC

3.0 GENERAL REQUIREMENTS

The Contractor under this SOW will be responsible for labor and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff has service manuals for all generators on-site.

Under this contract the Contractor shall provide:

- the services of a Caterpillar trained and certified generator mechanic to check and repair the generators and perform scheduled and preventive maintenance;
- 24 hours/day, 7 days/week emergency response service;

4.0 PRICING

4.1 Base Year - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

Description of services	Generator Model	Qty, ea	Monthly Price, USD	Annual Total, (12 months), USD
Routine monthly maintenance of generator	3512 Caterpillar	Two		
Routine monthly maintenance of generator	3412 Caterpillar	One		

4.2 Option Year 1-The Contractor shall provide the services shown below for Option Year 1, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

Description of services	Generator Model	Qty, ea	Monthly Price, USD	Annual Total, (12 months), USD
Routine monthly maintenance of generator	3512 Caterpillar	Two		
Routine monthly maintenance of generator	3412 Caterpillar	One		

4.3 Option Year 2-The Contractor shall provide the services shown below for Option Year 2, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

Description of services	Generator Model	Qty, ea	Monthly Price, USD	Annual Total, (12 months), USD
Routine monthly maintenance of generator	3512 Caterpillar	Two		
Routine monthly maintenance of generator	3412 Caterpillar	One		

4.4 Option Year 3-The Contractor shall provide the services shown below for Option Year 3, starting three years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

Description of services	Generator Model	Qty, ea	Monthly Price, USD	Annual Total, (12 months), USD
Routine monthly maintenance of generator	3512 Caterpillar	Two		
Routine monthly maintenance of generator	3412 Caterpillar	One		

4.5 Option Year 4-The Contractor shall provide the services shown below for Option Year 4, starting four years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

Description of services	Generator Model	Qty, ea	Monthly Price, USD	Annual Total, (12 months), USD
Routine monthly maintenance of generator	3512 Caterpillar	Two		
Routine monthly maintenance of generator	3412 Caterpillar	One		

Grand total of Base Year plus Option Years _____ USD

5.0 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

Continuation/Addendum to SF-1449
RFQ Number #SUP300-12-Q-0003
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATION/WORK STATEMENT

1.0 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

Embassy maintenance personnel will complete the recommended daily/weekly checks listed in the Operation and Maintenance manuals. The contractor will be responsible for performing all additional maintenance in accordance with the manufacturer's recommendations. The recommended minimum maintenance requirements listed in this Scope of Work are offered as a guide. The contractor is ultimately responsible for ensuring the generator sets are maintained in accordance with the manufacturer's recommendations.

The contractor shall only use official Caterpillar replacement parts, filters, and lubricants as specified in the Operation and Maintenance Manual. If official Caterpillar parts, filters, or lubricants are not available, the contractor shall submit a written request to use an alternate product. The request must include product specifications.

The contractor is responsible for ensuring their employees follow all safety procedures and comply with sight and hearing conservation programs. Any questions of injuries shall be brought to the attention of the Post Occupation Safety and Health Officer (POSHO).

The contractor shall dispose of all waste fluids and batteries in accordance with local laws.

Within 5 working days of all inspection/work visits, the contractor shall provide a written report. This report shall include the following information: service provided, completed checklists, test results, parts utilized and time allocated.

In the event of a generator set failure, the contractor shall respond to emergency calls within 12 hours of being notified (7 days a week/365 days a year).

Embassy maintenance personnel will perform two generator functional tests per month under load. The contractor is required to be present at one test per month to observe generator set performance.

The contractor should use Caterpillar S•O•S Oil Analysis and Caterpillar S•O•S Coolant Analysis (levels 1&2) per the Operation and Maintenance manual to evaluate equipment wear and extend service intervals as recommended.

During the maintenance and or emergency inspection, Contractor is required to document all discrepancies and potential repair issues. The documentation should include:

1. Detailed report (scope of work) to remedy the identified or projected problem;
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time;
3. Price quote for repair labor.

2.1 MAINTENANCE REQUIREMENTS FOR BOTH GENERATOR MODELS

PREVENTIVE MAINTENANCE CHECKLIST

The following MAINTENANCE PROCEDURES should be followed at a minimum:

A. Monthly Schedule

1. If applicable, check oil heater for proper operation.
2. If applicable, check operation of engine block water heater.
3. Inspect all fuel, oil, and water piping for secure mounting, signs of leakage.
4. Check battery specific gravity and water level. Add distilled water as required.
5. Inspect battery trickle charger for proper operation.
6. Clean battery terminals and lugs, apply grease on connection points to prevent corrosion.
7. Check engine oil level. 1. If applicable and if engine operating hours have reached the scheduled number, take oil sample and arrange for oil analysis. Or, 2. Add oil as required. Replace oil and oil filter per manufacturer's recommended intervals.
8. Inspect condition of "V" belts and radiator hoses.
9. Inspect air filter service indicator. Green indicates OK, red indicates time to replace.
10. Replace fuel filters per manufacturer's recommended intervals.
11. Check fuel level in storage and day tank. Add as required.
12. Check water level in radiator. Add coolant as necessary.
13. Open fuel day tank drain valve. Drain off water and sediment.
14. Drain water and sediment from fuel line and filters. Re-prime the lines.
15. Drain water and sediment from water separator.
16. Automatically start unit and run under load for one hour. Follow manufacturer's recommendations for detailed procedures. Record results and gauge readings in logbook during test. Inspect all gauges and meters for proper operation. Recalibrate gauges and meters as required.
17. Check exhaust for excessive black or white smoke.
18. Check turbo charger for abnormal or excessive noise or vibration.
19. Inspect exhaust manifolds, mufflers and piping for leaks.
20. If applicable, insure that louvers on radiator and parent room ventilation grills are open and that they are clean and free of obstructions.
21. Shut engine down. Confirm the following values: (NOTE: These are general values, and may be modified based on site conditions and requirements.) 1. Time delay engine start (TDES): 10-12 seconds 2. Time delay engine cool down (TDEC): 5 minutes
22. Return unit to service

B. Semi –Annual Schedule

1. If applicable, check oil heater for proper operation.
2. If applicable, check operation of engine block water heater.
3. Inspect all fuel, oil, and water piping for secure mounting, signs of leakage.
4. Check battery specific gravity and water level. Add distilled water as required.
5. Inspect battery trickle charger for proper operation.
6. Clean battery terminals and lugs, apply a thin coating of grease on connection points to prevent corrosion.
7. Check engine oil level. Add oil as required. 1. If applicable and if engine operating hours have reached the scheduled number, take oil sample and arrange for oil analysis. Or, 2. Replace oil and oil filter per manufacturer's recommended intervals.
8. Inspect condition of fan and alternator belts and radiator hoses. Inspect belts for proper tension. NOTE: If one fan belt requires replacing, replace all fan belts as a set.
9. Inspect air filter service indicator. Green indicates OK, red indicates time to replace.
10. Check fuel level in storage and day tank. Add as required.
11. Check coolant level in radiator. Add coolant as necessary.
12. Inspect fins and tubes of radiator; insure they are clean and undamaged.
13. Open fuel day tank drain valve. Drain off water and sediment. Clean strainer in fuel tank filter opening.
14. Drain water and sediment from fuel line and filter. Re-prime the lines.
15. Drain water and sediment from water separator.
16. Clean generator and generator compartment. Insure ventilation ports are free of dirt/foreign objects.
17. Automatically start unit and run under load for one hour. Follow manufacturer's recommendations for detailed procedures. Record results and gauge readings in logbook during test. Inspect all gauges and meters for proper operation. Recalibrate as required. NOTE: if the building load cannot be connected, use a portable load bank. Insure adequate ventilation for the load bank during use.
18. Check exhaust for excessive black or white smoke.
19. Check turbo charger for abnormal or excessive noise or vibration.
20. Inspect exhaust manifolds, mufflers and piping for leaks.
21. If applicable, insure that louvers on radiator and parent room ventilation grills are open and free of obstructions.
22. Shut engine down. Confirm the following values: (NOTE: These are general values, and may be modified based on site conditions and requirements.) 3. Time delay engine start (TDES): 10-12 seconds 4. Time delay engine cool down (TDEC): 5 minutes
23. Return unit to service

C. Annual Schedule:

1. Repeat all check items in the Semi-Annual schedule.
2. Inspect engine and generator wiring harness for wear and damages
3. Inspect supports and spring isolators for soundness and stability
4. Inspect unit thoroughly for loose fasteners
5. Test and operate mechanical emergency shut off controls
6. Clean radiator air passages and exhaust air ducts
7. Clean intake louvers and ducts
8. Check automatic open and close shutter-stats and thermatic fans.
9. Inspect unit for corrosion. Remove any corrosion, prime and paint.
10. Fill out maintenance checklist and report deficiencies
11. Perform any additional maintenance tasks that may be recommended in the manufacture's operations and maintenance manuals.
12. Change the fuel filters, if differential is 15 PSI or 105 kPa.
13. Change oil and oil filter. (Must be changed every 250 hours or annually)
14. Replace the V and fan belts, tighten the belts with proper tension.
15. Replace all fuel filters and record differential pressure to start a baseline.
16. Replace air filters

D. 2 Year Check Schedule:

1. Clean, flush, and recharge the coolant system.
2. Inspect water pump and seals; replace any worn or defective parts.
3. Clean and inspect the oil cooler.
4. Clean and inspect the after cooler.
5. Remove magnetic screen filter from Generators #1 and #2. Clean and inspect for magnetic / metal particles. Notify COR if metal particles are present. COR visually inspect.

E. 3 Year Check Schedule:

1. Replace all hoses.
2. Conduct all checks under the "every 3 years: before starting the engine."
3. Conduct all checks under the "every 3 years: with engine running."
4. Conduct all checks under the "every 3 years: after stopping the engine."
5. Replace all batteries every three years or as required.

Every Three Years: Before Starting the Engine

Preventive maintenance for Standby generator sets to be performed by an authorized mechanic.

Perform all weekly and yearly before starting the engine maintenance procedures.

Space heaters (if equipped) - check for proper operation.

Generator – Check for moisture, dust, oils, greases, and debris on main stator windings, exciter, and PMG clean as needed.

Cooling System – Drain, clean and flush. Replace thermostat(s). Refill with coolant solution and conditioner.

Hoses and Belts - Replace; It is recommended that all hoses and belts be replaced at this time to minimize downtime and additional repair cost of component failures caused by these items.

Batteries – Replace all batteries at this interval.

Turbocharger – Inspect/Check; Inspect for proper operation. Check the end play and radial clearance on the turbine wheel and shaft.

Engine – Perform a complete engine adjustment and tune-up.

Generator Bearing – Inspect generator bearing and brackets. Lubricate generator bearing; refer to Generator Service Manual. 3114 and 3116 standby generators are equipped with a sealed pre-lubed bearing, and will not require lubrication.

Every Three Years: With Engine Running

Perform all weekly and yearly with engine running maintenance procedures.

Start the Engine – Operate the engine and check all gauges, oil pressure, fuel pressure, rpm (frequency), generated voltage and engine jacket water temperature for correct readings.

Engine Crankcase – Check the oil level. Maintain the oil level between the ADD and FULL marks on the “Engine Running” side of the dipstick. NOTE: This maintenance does not apply to 3208 Engines, 3114 and 3114 Engines.

Generator Louvers – Check for proper operation (able to open and close freely).

Generator Air Inlet Filter (If Equipped) – If differential pressure exceeds 06 inches of water, stop the engine and clean the elements by soaking in hot water with detergent. Rinse with clear water. Recharge the elements with a thin layer of light weight machine oil (WD-40 or equivalent).

Exhaust System – Check for leaks. Repair or replace defective components with engine stopped.

Leaks and Noises – Check for leaks and unusual noises. NOTE: Engine must be stopped before making necessary repair.

Load Test – Load the engine to minimum of 30% of rated load. Operate at this level for minimum of two hours. After approximately one hour, record the readings of all gauges: oil pressure, fuel pressure, oil meter, engine jacket water temperature, exhaust temperature (if equipped), and manifold vacuum (if equipped). Engine slobbering can occur if the load testing is not conducted.

Main Stator Winding Temperature (if equipped with winding defectors) – Check and record main stator winding temperatures with engine under load. NOTE: Nominal temperature values for stand by units are 1800C (3560F) for the alarm and 2050C (4010F) for the shutdown.

Bearing Bracket Temperature (If Equipped) – Check and record all bearing bracket temperatures with the engine under a load. NOTE: Nominal temperature values for the bearing bracket are 850C (1850F) for the alarm and 950C (2030F) for the shutdown.

Every Three Years: With Engine Running

Perform all weekly and yearly after stopping the engine maintenance procedures.

Walk-Around Inspection – Repair or adjust. Make repairs or adjustments to the engine and generator set as necessary. Report any malfunction and make necessary repairs.

Scheduled Oil Sampling (S.O.S) – Obtain sample for analysis

Engine Oil and Filter(s) – Change oil. Replace filter(s), cut old filter open and inspect for foreign material.

Coolant Analysis – Obtain sample for analysis.

Fuel Tank Level – Check the fuel level; refill if below $\frac{3}{4}$ full.

Battery Charger – Record charging amperage reading.

Automatic Switches (If Equipped) – Check that all switches are in proper position for automatic start.

Contractor must submit to the Contracting Officer's Representative (COR) for review, work sheet/checklist that will be used for performing maintenance service.

COR must immediately be made aware of any condition discovered that could result in equipment failure.

Test and inspection report shall be submitted to the COR within three days of completing work.

2.2 MAINTENANCE REQUIREMENTS FOR MODEL 3512 Generator Sets (2 units)

A. Initial 250 Service Hours:

1. Engine Valve Lash – Inspect/Adjust
2. Fuel Injector – Inspect/Adjust

B. Every 250 Service Hours

1. Battery Electrolyte Level – Check
2. Belts – Inspect/Adjust/Replace
3. Cooling System Coolant sample (level 1) - Obtain
4. Cooling System Supplemental Coolant Additive (SCA) - Test/Add
5. Engine Oil Sample – Obtain
6. Fan Drive Bearing – Lubricate
7. Hoses and Clamps - Inspect/Replace
8. Radiator – Clean

C. Every 500 Service Hours:

1. Air Shutoff – Test
2. Engine Oil and Filter – Change

D. Every 1000 Service Hours:

1. Cooling System Coolant Sample (level 2) – Obtain
2. Engine – Clean
3. Engine Crankcase Breather – Clean
4. Engine Protective Devices – Check
5. Fuel Control Linkage - Check/Lubricate
6. Fuel System Primary Filter (Water Separator) Element - Replace
7. Fuel System Secondary Filter - Replace
8. Insulation - Test

E. Every 2000 Service Hours:

1. Air Starting Motor lubricator Bowl – Clean
2. Crankshaft Vibration Damper - Inspect
3. Engine Mounts - Check
4. Engine Valve Lash - Inspect/Adjust
5. Fuel Injector - Inspect/Adjust
6. Generator Set Vibration - Test/Record
7. Turbocharger - Inspect

F. Every 2000 Service Hours or 6 Months :

1. Stator Lead – Check

G. Every Year

1. Generator Bearing - Inspect
2. Varistor - Check
3. Varistor - Inspect

H. Every 3000 Service Hours or 2 Years:

1. Cooling System Coolant (DEAC) – Change

I. Every 300 Service Hours or 3 Years:

1. Cooling System Coolant Extender (ELC) – Add

2.3 MAINTENANCE REQUIREMENTS FOR MODEL 3412 Generator Set (1 unit)

A. Every Service Hours or 3 Months:

1. Insulation – Test

B. Initial 250 Service Hours:

1. Engine Valve Lash - Inspect/ Adjust
2. Magnetic Pickups – Clean/Inspect

C. Every 250 Service Hours:

1. Alternator and Fan Belts - Inspect/Adjust/Replace
2. Cooling System Coolant Sample (Level 1) – Obtain
3. Battery Electrolyte Level - Check
4. Cooling System Supplemental Coolant Additive (SCA) - Test/Add
5. Engine Crankcase Breather - Clean
6. Engine Oil Sample – Obtain
7. Engine Oil and Filter - Change
8. Fan Drive Bearing – Lubricate
9. Fuel System Secondary Filter - Replace
10. Fuel Tank Water and Sediment - Drain
11. Hoses and Clamps - Inspect/Replace
12. Radiator – Clean

D. Every 500 Service Hours:

1. Fuel System Primary Filter (Water Separator) Element – Replace

E. Every 1000 Service Hours:

1. Engine Protective Devices - Check
2. Fuel Control Linkage - Check/lubricate

F. Every 2000 Service Hours:

1. Generator Lead (Round Cable) - Check

G. Every 6 Months

1. Generator – Dry
2. Generator Set Vibration – inspect

H. Every Year:

1. Fuel System Primary Filter (Water Separator) Element - Replace
2. Rotating Rectifier - Check
3. Aftercooler Core - Clean/Test
4. Cooling System Coolant sample (level 2) - Obtain

I. Every 3000 Service Hours:

1. Cooling System Coolant (DEAC) - Change
2. Cooling System Water Temperature Regulator - Replace
3. Crankshaft Vibration Damper - Inspect
4. Engine Mounts - Inspect
5. Engine Valve Lash - Inspect/Adjust
6. Engine Valve Rotators - Inspect
7. Turbocharger - Inspect

3.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 8:30 to 17:30 Monday to Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

4.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

4.1 General. The Contractor shall designate a representative who shall supervise the Contractor's elevator mechanics and be the Contractor's liaison with the American Embassy/Consulate. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the generators, only with security escorts, only with specific permission by either the Contracting Officer or the COR.

4.2 Personnel security. The Government reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences serviced under this contract. These identity cards are the property of the Government. The Contractor shall return all identity cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government.

4.3 Standards of conduct

4.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

4.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

4.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

4.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

4.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

4.3.7 Reserved.

5.0 TROUBLE CALL RESPONSE SERVICE

5.1 Emergency Response Service - The Contractor shall provide, at no extra cost, a 24 hours/day, 7 days/week, 52 weeks/year coverage for emergency trouble calls. A trained mechanic shall be "on call" and shall be on site within a 12-hour time period of the placement of an emergency trouble call by the Contracting Officer or COR.

5.2 During the maintenance and or emergency inspection Contractor is required to document all the discrepancies and potential repair issues. The documentation should include:

1. Detailed report (scope of work) to remedy the identified or projected problems,
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.)

6.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained generator mechanics with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection, and safety testing as required by this contract. The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the generators as required by this contract.

7.0 EXCLUSIONS

The Contractor shall not assume responsibility for the following items of generators equipment, which are not included in this contract:

- Major Repairs: Any individual unit or incident of repair with a total estimated cost (labor and direct material costs) exceeding \$3,000 which is not covered under routine maintenance, is not covered by this contract. The Government reserves the right to determine how these repairs are to be handled. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

8.0 INSURANCE REQUIREMENTS

8.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

8.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Comprehensive General Liability

Bodily Injury	USD 5,000.00 * per occurrence
Property Damage	USD 5,000.00 * per occurrence

Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease	USD 5,000.00* per occurrence Statutory, as required by host country law
Employer's Liability	USD 5,000.00 * per occurrence

8.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

9.0 Permits.

The Contractor shall maintain in full force and effect all permits, licenses **to inspect and repair the CATERPILLAR equipment named** in this contract **and maintain current generators warranty**, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

10.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

11.0 RESERVED

12.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

12.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all elevator services set forth in the performance work statement (PWS)	1 thru 11	All required services are performed and no more than one (1) customer complaint is received per month

12.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

12.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

12.4. Procedures.

12.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

12.4.2 The COR will complete appropriate documentation to record the complaint.

12.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

12.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

12.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

12.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

12.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

12.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1

LIST OF GENERATORS TO BE SERVICED located at 4 Aircraft Designer Igor Sikorsky Street, Kyiv, Ukraine 04112

MODEL 3512 Caterpillar Generator, QTY OF TWO

DESCRIPTION OF EQUIPMENT: Caterpillar Generators

Manufacturer/Make/Year : Caterpillar / 2010/2010

Model No.: **MODEL 3512**

Serial/Order No.: YAK00173 / YAK00174

Load rating: 1275kVA prime rated / 1275kVA prime rated

Frequency: 50Hz/50Hz

% Active Load: 1020kW/1020kW

Building: UTL/UTL

Location (Area/Room): Room 102/room102A

Load in Amperage/Phase: 1937Amp, 3 ph / 1937Amp, 3ph

Output Voltage: 380/220VAC / 380/220VAC

MODEL 3412 Caterpillar Generator, QTY OF ONE

DESCRIPTION OF EQUIPMENT: Caterpillar Generators

Manufacturer/Make/Year: Caterpillar / 2010

Model No.: **MODEL 3412**

Serial/Order No.: DJN02077

Load rating: 680kVA prime rated

Frequency: 50Hz

% Active Load: 544kW

Building: NOB

Location (Area/Room): room 1245

Load in Amperage/Phase: 1033Amp/3ph

Output Voltage: 380/220VAC

SECTION 2 CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

Addendum to FAR 52.212-4

NONE

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- (8) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).
- (9) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (10) [Reserved]
- (11)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-6](#).
- (iii) Alternate II (Mar 2004) of [52.219-6](#).
- (12)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (14)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (15) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (16) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (17)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (18) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (19) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (20) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (21) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (22) [52.219-29](#) Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

- (23) [52.219-30](#) Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- (24) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (25) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (26) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (27) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (29) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- X (30) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (32) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (33)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (34) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (35)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (36) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (37) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (38)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of [52.225-3](#).
- (iii) Alternate II (Jan 2004) of [52.225-3](#).
- (39) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (40) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (41) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (42) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (43) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— (44) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— (45) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (46) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

— (47) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

— (48) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (49)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

— (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use <http://www.arnet.gov/far/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.225-14	Inconsistency Between English Version And Translation Of Contract (FEB 2000)
52.228-4	Workers’ Compensation And War-Hazard Insurance Overseas (APR 1984)

52.228-5 Insurance - Work On A Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5** years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

b) Invoice Submission. The Contractor shall submit invoices in an original in Ukrainian Hryvna to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Financial Management Section (FMO)
US Embassy Kyiv,
4 Aircraft Designer Igor Sikorsky Street,
Kyiv, Ukraine 04112

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Ukrainian holidays:
New Year's Day

Orthodox Christmas
International Women's Day
Orthodox Easter
International Labor
Victory Day
Holy Trinity
Constitution Day
Independence Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Facility Maintenance Manager**.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions: Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the quoter's ability to perform, including:
 - (a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (b) Evidence that the quoter operates an established business with a permanent address and telephone listing;
 - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (d) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (e) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2) to service and operate Caterpillar generators.
 - (f) List of spare parts and suppliers of spare parts for generators and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing generators.

If required by the solicitation, the quoter shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on January 23, 2012 at 15:00 pm at US Embassy Kyiv at 4 Aircraft Designer Igor Sikorsky Street, Kyiv, Ukraine 04112. Prospective offerors/quoters should contact Irina Petrina at PetrinaID@state.gov or +380503306945 for additional information or to arrange entry to the building.

The following DOSAR provisions are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official.

The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options, if any.

The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- * adequate financial resources or the ability to obtain them;
- * ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- * satisfactory record of integrity and business ethics;
- * necessary organization, experience, and skills or the ability to obtain them;
- * necessary equipment and facilities or the ability to obtain them; and
- * otherwise qualified and eligible to receive an award under applicable laws and regulations.
- * quoter has all licenses and permits required by local law or can demonstrate ability to obtain them if awarded the contract.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;

or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal

office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS)

item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled

“Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND
DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Ukraine:

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)